



SHORT TERM SELF-STORAGE LEASE AGREEMENT

entered into between:

Abbasanta Properties Pty Ltd trading as STOR-EDGE - hereinafter called "the Company" or "STOR-EDGE" and duly represented

by

NADIA BOTHMA, authorized thereto by the Company on the one part;

AND:

USER FULL NAME & SURNAME: _____

(hereinafter called "the User") on the other part.

SECTION A: PARTICULARS OF USER

CONTACT NAME: _____

ID NUMBER: _____

REPRESENTING (IF USER IS LEGAL ENTITY): _____

REG. NUMBER (IF USER IS LEGAL ENTITY): _____

VAT NUMBER (IF APPLICABLE): _____

POSTAL ADDRESS: _____

PHYSICAL ADDRESS: _____

TEL (W): _____ TEL (H): _____ TEL (CELL): _____

E-MAIL ADDRESS: _____

NEXT OF KIN: _____

DATE FROM WHICH THE STORAGE IS REQUIRED: _____

PERIOD OF LEASE: THIS LEASE WILL BE FOR AN UNDETERMINED PERIOD (MINIMUM 3 MONTH RENTAL PERIOD, COMMENCING ON THE DATE OF SIGNATURE THEREOF AND TERMINATING AFTER 30 (CALENDAR) DAYS WRITTEN NOTICE BY THE USER, WHICH RECEIPT OF NOTICE MUST BE CONFIRMED BY THE COMPANY. RENTALS PAID IN ADVANCE ARE NOT REFUNDABLE.

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS COMPLETED AND SIGNED AGREEMENT:

- COPY OF THE USER/REPRESENTATIVE RSA IDENTITY DOCUMENT
- PROOF OF RESIDENTIAL ADDRESS OF THE USER/REPRESENTATIVE (NO OLDER THAN 3 MONTHS)

NB – PLEASE USE STORAGE UNIT-NUMBER AND SURNAME OR COMPANY NAME AS REFERENCE WHEN MAKING PAYMENT – EXAMPLE A3-ROUX

INITIAL:





SECTION B: TERMS AND CONDITIONS

1. The Company hereby grants the User the right to utilise the following Unit for the purpose of storage of moveable items, upon the further terms and conditions stipulated in this Agreement:

Unit No	Approximate internal size (l x w x h)	Approximate door size (h x w)

2. The Unit is leased at the amount of _____ per month. Deposit of _____
3. ONLY the User will have access to the Unit, together with the following persons (maximum of 2 additional):

	Name	ID Number	Cellphone Number
1.			
2.			
3.			

(hereinafter referred to as "the Designated Persons").

4. Period of lease:
 - 4.1 The duration of this Agreement will be for an undetermined period, commencing on the date of signature hereof; and terminating after 30 days' prior written notice accordingly by either Party to the other. Except for units with 15 Amp electrical connection which minimum duration is 12 months and deposit of R3000 non-refundable if terminated prematurely.
 - 4.2 Such notice from the User to the Company, shall be acknowledged by the Company in writing before it will be valid with any force and effect.
 - 4.3 Subject to the rest of the provisions of this Agreement (and specifically, subject to the final amount due to the Company having been paid by the User) all content of the Unit shall be collected and removed from the Premises by the User not later than 16h00 on termination-date.
5. Lease monies paid in advance are not refundable.
6. All payments due to the Company shall be made without any deduction or set-off whatsoever in the manner and/or directly into the Companies bank account or such bank account as might be stipulated by the company from time to time.
7. **(NB - PLEASE USE STORAGE UNIT-NUMBER AND SURNAME OR COMPANY NAME AS REFERENCE WHEN MAKING PAYMENT – EXAMPLE 05-ROUX.** The deposit--slip must be sent via e-mail to nadia@stor-edge.co.za
8. All payments are due monthly in advance on or before the first day of each month.
9. Should the User be in arrears regarding any payment (s), an administrative fee of R115,00 incl. VAT (one hundred and fifteen rand) per late payment shall become due and payable by the User. The Parties agree that such amount is reasonable and equitable in view of, amongst others, the Company's costs incurred in recovering overdue payments.
10. The monthly amount payable in terms of this Agreement may be increased by the Company from time to time; and the latter undertakes to deliver to the User written notice of such increase one month prior to such increase being payable. Furthermore, should an increase in VAT or any other form of taxation be imposed or increased which affect the Company, the latter shall similarly be entitled to notify the User of an increase in the monthly amount due to it.
11. The Company will issue tax invoices monthly; but moneys owed by the user at any stage during which this Agreement might be in force, shall be due and payable irrespective of any invoice having been issued or not.
12. The Unit shall be used for the sole purpose of the storage of moveable assets and not for storage of trading stock of any other purpose whatsoever.
13. The User undertakes not to store any goods reasonably likely to cause any danger or damage to people or property - including, but not limited to, any noxious-, corrosive-, flammable- or explosive article or substance; and/or anything likely to cause injury, death, damage or infection in any way; and/or anything which might cause vermin or the spread thereof; and/or anything which could reasonably be expected to jeopardise the Lessor's insurance policies in any way.

INITIAL:



13. Should the User breach Clause 12 above, the Company shall be entitled to:
 - 13.1 summarily cancel this Agreement, and;
 - 13.2 to take any action which it might deem reasonable and necessary in the circumstances to ensure the safety of people and property (including, but not limited to, a disposal of the content of the applicable Unit or part thereof and/or delivery thereof to any applicable authoritative public body and/or any applicable private venture, and;
 - 13.3 the User shall be liable for all resulting damages as well as costs and expenses reasonably incurred in the process, and;
 - 13.4 it is furthermore specifically agreed that the Company shall be entitled under such circumstances to immediately resume occupation of the Unit; to refuse the User entry to the Premises; to exercise a right of retention (until such time as the User might have paid the Company all monies possibly due to the latter in terms of this Agreement) over all such content of the Unit which it might decide on, whilst it shall be entitled to remove other content thereof from the premises, and;
 - 13.5 to claim damages from the User in accordance with the provision Clause 16.2.5 below
14. The User undertakes not to store any unlawful and illegal goods in the Unit nor to bring any such goods onto the Premises; and the User irrevocably and comprehensively indemnifies the Company and all its functionaries from any proceedings which may ensue because of such actions - either by the User or by any Designated Person or by anyone else who might reasonably be associated with any of the aforesaid.
15. Should the User breach Clause 14 above, the Company shall be entitled to the same action and remedies as stipulated in Clause 13.
16. Should the User:
 - 16.1 fail to pay any lease-amount due to the Company on the due date; and / or
 - 16.2 commit a breach of any other term or condition of this Agreement (with due regard to Clauses 12,13,14 and 15 above) and fail to remedy same within 7 (seven) calendar-days after a written demand to remedy the said breach-then the Company shall be entitled to:
 - 16.2.1 summarily cancel this Agreement; and
 - 16.2.2 immediately resume occupation of the Unit; and
 - 16.2.3 refuse the User entry to the Premises; and
 - 16.2.4 exercise a right of retention (until such time as the User might have paid the Company all monies possibly due to the latter in terms of this Agreement) over all such content of the Unit which it might decide on; whilst it shall be entitled to remove other content thereof from the Premises; and
 - 16.2.5 claim from the User payment of all and any damages which the Company might suffer in the premises; including (but not limited to) tracing-costs; legal costs on the scale between attorney-and-client; and payment of interest on all outstanding monies at 27% (twenty seven percent) per annum; calculated from the date of default till the date of payment. A certificate by the accounting officer of the Company, acting as an expert, shall be deemed sufficient proof of any monies due to the Company in a court of law for purposes of an application for summary judgment.
17. The User shall provide his own padlocks to the Unit; and personally, be responsible for the provision of all further goods and/ or services (such as labour) associated with- and in the process of utilising the Unit.
18. The User's utilisation of the Unit and any associated actions shall be completely at the User's own risk. The Company (including its shareholders, directors, other functionaries and any other natural- or juristic persons associated with the Company or having any interest therein) shall not howsoever be liable for any loss or claim by whoever and howsoever arising; including, but not limited to, direct- or indirect damages of whatever nature (be it in terms of contract, delict or otherwise and irrespective of same being alleged upon either an act or an omission); whether allegedly caused by the Company or a third party (for example, at a possible disruption of public services, unrest-situations, or otherwise) and whether being stated by the User or any third party. The User irrevocably indemnifies the Company against any such claims as well as against any claims, damages or losses which might howsoever arise due to a breach by the User of any term or condition in this Agreement.
19. The User undertakes to ensure that goods stored in the Unit are properly and comprehensively insured by an insurance company of his own choice at all times against any losses and/or damages; including damage or loss due to burglary, theft, robbery, breakage, acts of God (vis major) - for example fire, storms, and floods - as well as riots, strikes and unrest; and to obtain cover for public liability of any kind.

INITIAL:





20. The User undertakes at all times to adhere to the Rules laid down from time to time by the Company pertaining to the Premises and utilisation of the Unit with regard to (amongst others) security; access and access-times to the Premises; etc. The Rules attached hereto as Section ““C” shall be strictly adhered to and form an integral part of this Agreement. At no time shall the User cause- and/or permit a disturbance, harassment or nuisance to anyone on the Premises. Upon reasonable request to do so by the Company or any of its functionaries, the User shall instruct a third party to leave the Unit and the Premises.
21. Should the User be a juristic person and/or should the person signing this Agreement (hereinafter called “the Signatory”) do so on behalf of the User maintaining to the Company that he is the lawful representative of the latter, the Signatory - by his signature hereto - agrees to bind himself as surety and co-principal debtor, jointly and severally together with the User, for all amounts possibly due or which may become due by the User to the Company in terms of this Agreement; waiving all benefits pertaining to surety in common- and statutory law.
22. For all purposes of this Agreement, including the giving of any notices and the serving of legal processes, the Parties respectively designate the following physical addresses:
 - 22.1 The Company: Stand 20528, 11th Street, Mossel Bay, 6510
 - 22.2 The User: Address-details of the User as set out in Section “A” above.
 - 22.3 Either Party may at any time, by notice in writing to the other, change their aforementioned address to a new, direct physical address falling within the borders of the Republic of South Africa. Any notice given in terms of this Agreement shall be delivered by hand or mailed by prepaid registered post; and such notice shall be deemed to be received 7 (seven) calendar-days after the date of dispatch.
23. The User confirm by his signature hereof that he is acquainted with the size and all other characteristics of the Unit; and satisfied that same meet the requirements of the User in all respects.
24. The User confirm by his signature hereof that he is acquainted with security measures on the site; and satisfied that same meet the requirements of the User in all respects.
25. The User shall not effect any alterations howsoever to the Unit.
26. In case the User should detect any problem or damage pertaining to the Unit upon occupation, he shall submit a written report to the Company within 24 (twenty-four) hours after occupying the Unit; wherein the fact of- and the details of any such defects are fully described. In lieu of such report, the Unit shall be deemed to have been received by the User free of any defects whatsoever; and the Unit shall be maintained by the User during the full term of this Agreement, so as to be evacuated at the termination hereof in the same condition as it had been received, — free of any defects or damage – fair wear accepted.
27. The User shall not sublet the Unit or any part thereof; nor cede any of its rights hereunder; nor delegate any of his duties in terms of this Agreement to any third party.
28. The Company shall have unrestricted access to the Unit in order to exercise any of its rights in terms of this Agreement; and furthermore, shall have access, upon notification to the User accordingly, to the Unit for purposes of maintenance and/or upgrading thereof – all such decisions to be taken in the sole discretion of the Company.
29. This document constitutes the full Agreement between the Parties, who shall have no rights other than those set out herein.
30. No alteration of this Agreement shall have any force or effect unless reduced to writing and signed by the Parties together with two witnesses.
31. No relaxation or indulgence by a Party shall constitute a waiver of rights or prejudice the rights of such Party in any way.
32. Except where context or necessity indicates otherwise, a reference in the singular form shall include the plural and vice versa; similarly, shall a reference to any one gender include the other.
33. Each and every clause and sub-clause herein shall be severable from the rest of the Agreement.
34. I _____ the undersigned do hereby authorise the Company to conduct a credit check on my profile / the entity represented by me, in order to conduct a financial analysis of my affairs, for the purposes of providing me with credit related services.
35. I further understand that any default payments (outstanding for a period of more than 21 days) due and owing to STOR-EDGE may lead to an adverse credit listing against myself / the entity I represent and hereby consent thereto.

INITIAL:





SECTION C:

IMPORTANT RULES REGARDING THE SELF-STORAGE LEASE AGREEMENT TO BE OBSERVED BY THE USER

1. Please provide your own padlocks to lock up your Unit, and ensure it is locked properly before leaving.
2. All goods stored in your Unit needs to be insured. The Company is not liable for any loss or damage to your goods.
3. Gate hours are strictly 6AM - 6PM, seven days a week, including public holidays. NO ACCESS AFTER HOURS. Keys are kept off the Premises.
4. One full month's written notice is required for termination of the lease (not later than the 1st day of the last month).
5. The Company issues invoices monthly and monthly payments are due irrespective of any invoice having been received or not. It is your responsibility to pay your rent – save for a letter of demand (see Clause 16.2, Section B), the Company does not send reminders of any kind.
6. Payments are to be made by the 1st of every month. There is a fine of R115 per unit for any late payments - note also the provisions of Clause 16 in Section B.
7. We do not accept cash payments - payments can be made either by way of Internet-banking transfer, or in the form of deposits at a bank-institution into the Company's account. (**ALWAYS USE STORAGE UNIT-NUMBER AND SURNAME OR COMPANY NAME AS REFERENCE WHEN MAKING PAYMENT – EXAMPLE A4-ROUX**). Proof of payment must be emailed to: nadia@stor-edge.co.za
8. Do NOT pay rentals to the Security Guards.
9. Under no circumstances will access to a Unit be granted after late payments, until lease-amounts and fines are paid in full.
10. Access is by means of a registered cellphone with a Bluetooth connection. The user must be within Bluetooth range to open the gate. Only registered cellphones will be able to open the gate, and all entries and exits, as well as activities on the premises will be recorded by cameras.
11. Repairs to damaged doors will be for the user's account.
12. No unauthorized persons will be allowed access without written permission by the User.
13. Strictly NO dangerous-, explosive-, flammable- nor any illegal substances shall be stored in your Unit.
14. Any shelving used must be of a free-standing nature only; NOT to be fixed or attached to the walls, floor or ceiling in any way.
15. Units may not be used as offices, workshops or for retail purposes.
16. NO labourers are to be left unsupervised by the User.
17. Do not obstruct the flow of traffic in the road, when busy in your Unit.
18. One full calendar months' notice is required before vacating your Unit. If you wish to extend your lease after giving notice to vacate, a 7-day notice in writing is required. If this is not received, your goods will be moved to an unsecured area to make way for new lessees.
19. When you vacate your Unit, please make sure to remove your padlocks.
20. Units must be left in a neat and clean state after vacating.
21. When storing boxes, it is recommended to place them on pallets or boards.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE CONDITIONS

Signed by the User at Mossel Bay on this _____ day of _____ (month) 20_____

Signature STOR-EDGE

Signature USER

Signature WITNESS

Signature WITNESS

